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SCHEDULE A

PARTICIPATING STATES

The following is a list of the state unclaimed property department or divisions (collectively the "Participating States") participating in the unclaimed property audit that Verus, on behalf of the Participating States, is conducting of John Hancock Life Insurance Company (U.S.A.), in its own right and as the successor in interest to John Hancock Life Insurance Company and John Hancock Variable Life Insurance Company pursuant to a duly approved merger effective December 31, 2009, and John Hancock Life & Health Insurance Company:

The Arizona Department of Revenue ("Arizona")
The California State Controller's Office ("California")
The Colorado Office of the State Treasurer ("Colorado")
The Delaware Department of Finance, Division of Revenue ("Delaware")
The District of Columbia Office of the Chief Financial Officer ("District of Columbia")
The Florida Department of Financial Services ("Florida")
The State of Georgia, Department of Revenue ("Georgia")
The Idaho State Treasurer's Office, Unclaimed Property Program ("Idaho")
The Treasurer of the State of Illinois ("Illinois")
The Office of the Indiana Attorney General ("Indiana")
The Kentucky State Treasury ("Kentucky")
The State of Louisiana, Department of the Treasury, Division of Unclaimed Property ("Louisiana")
The State of Maine, Office of the State Treasurer ("Maine")
The Comptroller of Maryland, Compliance Division, Unclaimed Property Unit ("Maryland")
The Commonwealth of Massachusetts, Office of the State Treasurer, Abandoned Property Division ("Massachusetts")
The State of Michigan, Department of the Treasury, Unclaimed Property Division ("Michigan")
The Office of the Treasurer of the State of Mississippi ("Mississippi")
The Missouri Office of the State Treasurer, Unclaimed Property Division ("Missouri")
The Montana Department of Revenue, Business and Income Tax Division ("Montana")
The Nebraska State Treasurer's Office ("Nebraska")
The Nevada Office of the State Treasurer ("Nevada")
The New Hampshire State Treasury, Abandoned Property Division ("New Hampshire")
The State of New Jersey, Department of the Treasury ("New Jersey")
The North Dakota Department of State Lands, Unclaimed Property Division ("North Dakota")
The Ohio Department of Commerce, Division of Unclaimed Funds ("Ohio")
The Oregon Department of State Lands ("Oregon")
The Pennsylvania Treasury, Bureau of Unclaimed Property ("Pennsylvania")
The Rhode Island General Treasurer ("Rhode Island")
The South Dakota Office of the State Treasurer, Unclaimed Property Division ("South Dakota")
The State of Tennessee, Treasury Department ("Tennessee")
The Texas Comptroller of Public Accounts, Unclaimed Property Division ("Texas")
The Utah Treasurer's Office, Unclaimed Property Division ("Utah")
The Vermont Office of the State Treasurer ("Vermont")

The Commonwealth of Virginia, Department of the Treasury, Division of Unclaimed Property (“Virginia”)
The State of Washington, Department of Revenue, Unclaimed Property Section (“Washington”)
The Wisconsin State Treasurer (“Wisconsin”)

SCHEDULE B

RULES FOR IDENTIFYING DEATH MATCHES

In comparing John Hancock's records of its insureds, annuitants, annuity owners or retained asset account holders against the DMF, matches identified by Verus will be divided by Verus into three categories in accordance with the rules set forth below. In applying these rules and determining whether a match exists before John Hancock begins the due diligence process, the governing principle to be followed shall be establishing whether or not a unique biological individual identified on John Hancock's data is the same as a unique biological individual identified on the DMF in a case where a benefit is due and payable.

Category 1: "Exact" Match

A Category 1 Match occurs in either of the following circumstances:

1. There is a four-way exact match of the First Name, Last Name, Date of Birth and Social Security Number contained in the data produced by John Hancock against data contained in the DMF; or
2. The First Name matches in accordance with the Fuzzy Match Criteria listed below and the Last Name, Date of Birth and Social Security Number match exactly.

Category 2 : SSN Match

A Category 2 Match occurs when:

1. There is a four-way match of the First Name, Last Name, Date of Birth and Social Security Number such that the Social Security Number contained in the data produced by John Hancock matches exactly to the Social Security Number contained in the DMF, and the First Name, Last Name, and Date of Birth match either exactly or in accordance with the Fuzzy Match Criteria listed below.

Category 3: Non-SSN Match

A Category 3 Match occurs in any of the following circumstances:

1. The Social Security Number contained in the data produced by John Hancock matches in accordance with the Fuzzy Match Criteria listed below to the Social Security Number contained in the DMF, the First and Last Names match either exactly or in accordance with the Fuzzy Match Criteria listed below and the Date of Birth matches exactly.
2. The records produced by John Hancock do not include a Social Security Number or where the Social Security Number is incomplete (less than 7 digits) or otherwise

invalid (i.e. 111111111, 999999999, 123456789), and there is a First Name, Last Name, and Date of Birth combination in the data produced by John Hancock that is a match against the data contained in the DMF where the First and Last Names match either exactly or in accordance with the Fuzzy Match Criteria listed below and the Date of Birth matches exactly, subject to paragraph 3. immediately below.

3. If there is more than one potentially matched individual returned as a result of the process described in paragraph 2. immediately above, then Verus shall run the Social Security Numbers obtained from the DMF for the potential matched individuals against Accurint for Insurance or an equivalent database. If a search of those databases shows that the Social Security Number is listed at the address provided by John Hancock for the insured, then a Category 3 Match will be considered to have been made.

Fuzzy Match Criteria:

1. A First Name fuzzy match includes one or more of the following:
 - a. "First Name" "Nick Names:" "JIM" and "JAMES." Verus utilizes the pdNickname database from Peacock Data, Inc. as well as publicly available lists of names and nicknames to identify matching First Names where a nickname is used on one or both sides of the match.
 - b. "Initial" instead of full first name: "J FOX" and "JAMES FOX"
 - c. "Metaphone" (a recognized and accepted phonetic name matching algorithm created by Lawrence Philips and originally published in 1990): "BUDDY" and "BUDDIE."
 - d. Data entry mistakes with a maximum difference of one character with at least five characters in length: "HARRIETTA" and "HARRIETA"
 - e. If First Name is provided together with Last Name in a "Full Name" format and "First Name" and "Last Name" can't be reliably distinguished from one another: "ROBERT JOSEPH," Both "JOSEPH ROBERT" and "ROBERT JOSEPH"
 - f. Use of interchanged "First Name" and "Middle Name:": "ALBERT E GILBERT" and "EARL A GILBERT"
 - g. Compound "First Name:" "SARAH JANE" and "SARAH," or "MARY ANN" and "MARY"
 - h. Use of "MRS." + "HUSBAND'S First Name + Last Name:" "MRS DAVID KOOPER" and "BERTHA KOOPER" where the "Date of Birth" and "Social Security Number" match exactly and the Last Name matches exactly or in accordance with the Fuzzy Match Criteria listed herein.

2. A "Last Name" fuzzy match includes one or more of the following:
 - a. "Anglicized" forms of last names: "MACDONALD" and "MCDONALD"
 - b. Compound last name: "SMITH" and "SMITH-JONES"
 - c. Blank spaces in last name: "VON HAUSEN" and "VONHAUSEN"
 - d. "Metaphone" (a recognized and accepted phonetic name matching algorithm created by Lawrence Philips and originally published in 1990): "GONZALEZ" and "GONZALES"
 - e. If First Name is provided together with Last Name in a "Full Name" format and "First Name" and "Last Name" can't be reliably distinguished from one another: "ROBERT JOSEPH," Both "JOSEPH ROBERT" and "ROBERT"
 - f. Use of apostrophe or other punctuation characters in "Last Name:" "O'NEAL" and "ONEAL"
 - g. Data entry mistakes with a maximum difference of one character for last name with at least eight characters in length: "MACHIARELLI" and "MACHIARELI"
 - h. Married Female "Last Name" Variations: A fuzzy "Last Name" match will be considered to have been made even though the data does not match on the last name of a female, if the "Date of Birth" and "Social Security Number" match exactly and the First Name matches exactly or in accordance with the Fuzzy Match Criteria listed herein.

3. A "Date Of Birth" fuzzy match includes one of the following:
 - a. Two dates with a maximum of one digit in difference: "03/27/1945" and "03/27/1946"
 - i. NOTE: "03/27/1949" and "03/27/1950" are not a match under Rule 3(a)i.
 - ii. Only 1 entry mistake per full date is allowable: "03/27/1945" and "03/28/1946" are not a match
 - b. Transposition of "Month" and "Date" portion of the "Date of Birth:" "05/11/1935" and "11/05/1935"
 - c. If John Hancock's systems do not contain a complete "Date of Birth," then a "Date of Birth" exact match will be found to exist where the data that is available on John Hancock's systems does not conflict with the data contained in the DMF. By way of example, if John Hancock's systems only contain a month and year of birth, an exact "Date of Birth" match will exist if the DMF record contains the same month and year of birth. If John Hancock's systems do not contain a Date of Birth, then a fuzzy match will be found to exist.
 - d. If the John Hancock provided First and Last Name match, either exactly or in accordance with the Fuzzy Match Criteria

listed herein, and the John Hancock provided Social Security Number matches exactly against the DMF, then the Date of Birth will be a fuzzy match if the John Hancock provided Date of Birth is within 2 years (either before or after) the DMF listed Date of Birth.

4. A "Social Security Number" fuzzy match includes one of the following:
 - a. Two Social Security Numbers with a maximum of two digits in difference, any number position: "123456789" and "123466781"
 - b. Two consecutive numbers are transposed: "123456789" and "123457689"
 - c. If a Social Security Number is less than nine digits in length (with a minimum of seven digits) and is entirely embedded within the other Social Security Number: "12345678" and "012345678."

Reports of Matches

Verus shall only include Category 1 Matches, Category 2 Matches and Category 3 Matches in the report or reports to John Hancock upon verifying that it believes a benefit may be due based upon the data that Verus was provided.

Other Matches and Mismatches

Notwithstanding the fact that a policy is listed as a match in accordance with the foregoing rules, the Parties agree that there will not be a reportable match if John Hancock is able to produce competent evidence sufficient to establish that the unique biological individual identified on John Hancock's data is not the same as a unique biological individual identified on the DMF or such individual is not dead. Additionally, notwithstanding the fact that a policy is not found to be a match in accordance with the foregoing rules, Verus may include a policy on its report of matches to John Hancock if Verus is able to produce competent evidence sufficient to establish that a unique biological individual identified on John Hancock's data is the same as a unique biological individual identified on the DMF. In the event that John Hancock and Verus are unable to resolve any disputes related to what constitutes a reportable match, such disputes shall be subject to the dispute resolution provisions of the Agreement. Verus and John Hancock agree to meet in order to evaluate whether the matching process is producing satisfactory data. If the matching process is not producing satisfactory data (i.e., a large number of false positives are reported based on the current criteria), Verus and John Hancock agree to use best efforts in order to develop new criteria for Verus' identification of matches.

SCHEDULE C

UNCLAIMED PROPERTY REPORT INFORMATION AND FORMAT

Report Information:

Unclaimed Property Reports will only include property that Verus believes is past-due in accordance with the terms of the Agreement. All Unclaimed Property Reports provided by Verus to John Hancock shall exclude life insurance policies, Annuity Contracts and retained asset accounts where the data provided by John Hancock to Verus indicates that (i) the property has already been paid, (ii) the property has already been escheated, (iii) the policy or Annuity Contract was not in force on the date of death, Maturity Age or Maturity Date, (iv) a match identified in accordance with Schedule B is the death of a first insured under a survivorship policy, (v) the applicable dormancy period has not expired, or (vi) a benefit is not otherwise due.

Report Formats:

Verus shall provide John Hancock with Unclaimed Property Reports in various formats depending on the property type. Attached hereto is the specific data that Verus shall provide for each of the property types specified below (with each data element representing a column heading on a report):

Schedule C-1: Life Insurance Policy – DMF Death Match

Schedule C-2: Life Insurance Policy – Maturity Age

Schedule C-3: Annuity Contract – DMF Death Match

Schedule C-4: Annuity Contract – Maturity Date

Schedule C-5: Retained Asset Account – DMF Death Match or Dormant Account

On each of the schedules set forth above, data elements that represent John Hancock data are indicated with a “(JH),” data elements that represent Verus data are indicated with a “(V),” and data elements that represent DMF data are indicated with a “(DMF).”

SCHEDULE C-1

Life Insurance Policy – DMF Death Match

Company Code (JH)
Admin System (JH)
Product Line Code (JH)
Policy Number (JH)
Verus Record Control ID (V)
Overall Match Category Assignment (V)
Overall Perfect Matched Fields (V)
JH Insured First Name (JH)
DMF First Name (DMF)
First Name Perfect Match (V)
JH Insured Last Name (JH)
DMF Last Name (DMF)
Last Name Perfect Match (V)
JH Insured SSN (JH)
DMF SSN (DMF)
SSN Perfect Match (V)
JH Insured Date of Birth (JH)
DMF Date of Birth (DMF)
Date of Birth Perfect Match (V)
JH Insured Address (JH)
JH Insured State (JH)
DMF Address (DMF)
DMF State (DMF)
Policy Issue Date (JH)
DMF Date of Death (DMF)
Dormancy Period Expiration Date (V)
Presumed State of Escheatment (V)
Property Type (IN) Code (V)

Current Policy Status (JH)
Current Policy Status Effective Date (JH)
In Force as of Run Date (Y/N) (V)
Indication of Coinsured (Y/N) (V)
Indication of Payment (Y/N) (V)
Escheatment Reason (V)
Original Face Amount (JH)
Due Diligence Category (V)

SCHEDULE C-2

Life Insurance Policy – Maturity Age

Company Code (JH)
Admin System (JH)
Product Line Code (JH)
Plan Code (JH)
Policy Number (JH)
Verus Record Control ID (V)
JH Insured First Name (JH)
JH Insured Last Name (JH)
JH Insured SSN (JH)
JH Insured Date of Birth (JH)
JH Insured Address (JH)
JH Insured State (JH)
Policy Issue Date (JH)
Date of Maturity (V)
Dormancy Period Expiration Date (V)
Presumed State of Escheatment (V)
Property Type (IN) Code (V)
Current Policy Status (JH)
Current Policy Status Effective Date (JH)
In Force as of Run Date (Y/N) (V)
Indication of Coinsured (Y/N) (V)
Indication of Payment (Y/N) (V)
Escheatment Reason (V)
Original Face Amount (JH)
Due Diligence Category (V)

SCHEDULE C-3

Annuity Contract – DMF Death Match

Contract Number (JH)
Contract Issue Date (JH)
Verus Record Control ID (V)
Overall Match Category Assignment (V)
Overall Perfect Matched Fields (V)
JH Owner Full Name (JH)
JH Owner SSN (JH)
JH Owner Date of Birth (JH)
JH Owner Address (JH)
JH Owner State (JH)
JH Annuitant Full Name (JH)
JH Annuitant SSN (JH)
JH Annuitant Date of Birth (JH)
JH Annuitant Address (JH)
JH Annuitant State (JH)
DMF Full Name (DMF)
DMF SSN (DMF)
DMF Date of Birth (DMF)
DMF Address (DMF)
DMF State (DMF)
DMF Date of Death (DMF)
Dormancy Period (V)
Dormancy Period Expiration Date (V)
Presumed State of Escheatment (V)
Contract Status (JH)
Contract Status Effective Date (JH)
Escheatment Reason (V)
Contract Value (JH)

Due Diligence Category (V)

SCHEDULE C-4
Annuity Contract – Maturity Age

Contract Number (JH)
Contract Issue Date (JH)
Verus Record Control ID (V)
JH Owner Full Name (JH)
JH Owner Address (JH)
JH Owner State (JH)
JH Annuitant Full Name (JH)
JH Annuitant Address (JH)
JH Annuitant State (JH)
JH Annuitant Date of Birth (JH)
Contract Maturity Date (JH)
Dormancy Period (V)
Dormancy Period Expiration Date (V)
Presumed State of Escheatment (V)
Contract Value (JH)
Contract Status (JH)
Contract Status Effective Date (JH)
Last Financial Transaction Effective Date (JH)
Last Financial Transaction Code (JH)
Due Diligence Category (V)

SCHEDULE C-5

Retained Asset Account – DMF Death Match or Dormant Account

Account Number (JH)
Verus Record Control ID (V)
Overall Match Category Assignment (V)
Overall Perfect Matched Fields (V)
JH Account Holder First Name (JH)
DMF First Name (DMF)
First Name Perfect Match (V)
JH Account Holder Last Name (JH)
DMF Last Name (DMF)
Last Name Perfect Match (V)
JH Account Holder SSN (JH)
DMF SSN (DMF)
SSN Perfect Match (V)
JH Account Holder Date of Birth (JH)
DMF Date of Birth (DMF)
Date of Birth Perfect Match (V)
DMF Date of Death (DMF)
Dormancy Period Expiration Date (V)
Presumed State of Escheatment (V)
Escheatment Reason (V)
Open Amount (JH)
Due Diligence Category (V)

SCHEDULE D

REVIEW/RECONCILIATION/DUE DILIGENCE PERIOD

All Unclaimed Property Reports shall be subject to the following process for reviewing, reconciling, performing due diligence, and reporting and remitting unclaimed property due to the Signatory States under the terms of the Agreement:

I. ISSUANCE OF UNCLAIMED PROPERTY REPORTS

Separate Unclaimed Property Reports shall be issued for: (i) benefits due under life insurance policies upon an event of death or upon reaching the policy Maturity Age (the “Life Insurance Reports”); (ii) benefits due under annuity contracts upon an event of death or upon reaching the Maturity Date (the “Annuity Reports”); and (iii) unclaimed proceeds in dormant retained asset accounts or where the account owner is deceased (the “Retained Asset Account Reports”). Upon the Effective Date of this Agreement, Verus shall deliver a new Life Insurance Report, Annuity Report and Retained Asset Account Report every thirty (30) days,¹ according to the following schedule:

	Life Insurance Report	Annuity Report	Retained Asset Account Report
Month 1	8,000 records	2,000 records	1,000 records
Month 2 - 4	10,000 records	2,000 records	1,000 records
Month 5 and after	12,000 records	2,000 records	1,000 records

To help assure a steady and consistent workflow, and to minimize the number of reports to be filed with the Signatory States, Verus will use best efforts to ensure that each Life Insurance Report (i) is comprised of property that Verus has identified as being escheatable to no more than 10 Signatory States per report, (ii) includes a combination of records from John Hancock’s various systems (e.g., PNO, MDO, and IN systems), and (iii) includes a mixture of in-force and terminated policies, with the combinations and mixtures referred to in (ii) and (iii) approximating the occurrence of such records across potential matches identified by Verus across all reports. Verus understands that to the extent that its reports are not so constructed, John Hancock’s ability to respond according to the timeframes set forth in this Agreement could be adversely impacted.

II. REVIEW AND RECONCILIATION OF UNCLAIMED PROPERTY REPORTS

John Hancock shall have up to thirty (30) days to review each Unclaimed Property Report in order to identify all property that it agrees is subject to escheatment as well as any exceptions it has to each report. Once John Hancock has completed its review of each Unclaimed Property Report, it shall provide Verus with a written list identifying: (i) all property that it agrees is subject to escheatment; and (ii) any property that John Hancock has determined

¹ All references in this **Schedule D** to the number of days by which an action is to take place are to be calculated in calendar days.

does not meet the criteria for escheatment, together with the specific reasons for its determinations.

All property that John Hancock agrees is due to be escheated shall immediately be subject to applicable due diligence and reporting and remittance to the appropriate Signatory State in accordance with the processes described in Sections III. and IV. below.

Within 10 days after John Hancock has provided Verus with its list of exceptions that John Hancock has taken to specific property included on each Unclaimed Property Report, John Hancock and Verus shall meet in good faith for the purpose of attempting to reconcile any such exceptions. All property that John Hancock agrees is due to be escheated following reconciliation shall then be subject to applicable due diligence and reporting and remittance to the appropriate Signatory State in accordance with the processes described in Sections III. and IV. below. All exceptions that remain unreconciled twenty (20) days after John Hancock and Verus first meet to discuss each Unclaimed Property Report may be referred by either John Hancock or Verus for the dispute resolution process described in Section 3.D. of the Agreement.

John Hancock will provide Verus with the methodology used to calculate benefits due to be escheated, as well as reasonable access to the physical documentation and/or digital files that are created or edited during the death benefit calculation for each escheatable policy. Verus may test a reasonable percentage of such property to ensure that the correct calculations have been made. Any disputes regarding the amount of benefits due shall be subject to the same reconciliation and resolution process described above.

III. DUE DILIGENCE²

When John Hancock agrees that property identified on an Unclaimed Property Report is due to be escheated to one of the Signatory States, it shall conduct due diligence as follows:

A. Due Diligence for Property Due: (i) Upon An Event of Death Under Life Insurance Policies, and Annuity Contracts; (ii) Upon Life Insurance Policies Reaching Maturity Age; and (iii) Under Retained Asset Accounts

1. *Property due under life insurance policies or annuity contracts where: (i) the owners were identified on John Hancock's database of policyholders who could not be located at the time of demutualization, which John Hancock began to provide to Verus on February 10, 2010 (unless John Hancock is able to show that it had subsequently located such owners); and (ii) the owner and insured or annuitant are the same (or they are different but have the same last known address).*

For property within this category, John Hancock shall be deemed to have already conducted reasonable due diligence based on the extensive searches it conducted at the time of

² The following section on due diligence pertains to all Signatory States other than California. With respect to all property identified as being due to California, due diligence shall be completed in accordance with the time frame set forth in Cal. Civ. Proc. § 1520(b).

demutualization. John Hancock may send an additional notification letter to the beneficiary, insured or annuitant as listed in the Company's address file for that policy or contract, but in any event all property within this category immediately shall be subject to the procedures for reporting and remittance to the appropriate Signatory State in accordance with Section IV below after allowing ten days for the Company to calculate the amounts due under each policy or contract. In no event may property under this subsection be excluded from Reporting and Remittance (IV. below) unless John Hancock has received a "perfected claim" prior to the termination of the reporting and remittance process and prior to the "lock down" period to be determined by John Hancock, after which no further changes will be made to the report. For purposes of this subsection, a "perfected claim" means receipt by John Hancock of a fully completed and fully executed Statement of Claim for Death Benefit form, such that no further information is required of the claimant in order to process the claim. Thereafter, John Hancock shall make payment of the claim within 60 days after receipt of the "perfected claim" or the property will be subject to escheatment.

John Hancock shall be deemed to have no last known address for a beneficiary, and no notification letters shall be sent where, according to John Hancock's books and records: (i) there is no last known address for the beneficiary, insured and owner; or (ii) there is a bad address indicator on the policy record.

2. *Property due under life insurance policies, annuity contracts, or retained asset accounts where seven (7) years have passed since the date of death or the date that the life insurance policy reached the Maturity Age.*

John Hancock shall send up to two notification letters to the beneficiary or insured or annuitant or retained asset account owner as listed in the Company's address file for that policy or contract or account, and may otherwise attempt to contact annuitants or retained asset account owners based on information listed in the Company's address file for that contract or account. If there is no response to a notification letter within 45 days from the end of the review period described in Section II above and the property is not paid to the beneficiary in accordance with the terms of the Agreement, the property shall be subject to the reporting and remittance process described in Section IV. below. Letters shall be sent to the last known address on John Hancock's books and records as of the time it receives the Unclaimed Property Report of the beneficiary, or the last known address of the insured or annuitant or account holder if there is no last known address for the beneficiary. To the extent that John Hancock receives a response to a notification letter or such other contact provided for in this paragraph that results in John Hancock obtaining different contact information for the apparent owner of the property, John Hancock may make additional attempts to contact the apparent owner using such contact information.

John Hancock shall be deemed to have no last known address for a beneficiary, and no notification letters shall be sent where according to John Hancock's books and records: (i) there is no last known address for the beneficiary, insured and owner; or (ii) there is a bad address indicator on the policy record.

3. *Property due under all other life insurance policies, annuity contracts, or retained asset accounts that do not fall within Section 1 or 2 above.*

John Hancock shall send up to two notification letters to, and may otherwise attempt to notify, the beneficiary or insured or annuitant, or retained asset account owner. If there is no response to a notification letter within seventy-five (75) days from the end of the review period described in Section II above and the property is not paid to the beneficiary in accordance with the terms of the Agreement, the property shall be subject to the reporting and remittance process described in Section IV. below.

At least one letter shall be sent to the last known address on John Hancock's books and records as of the time it receives the Unclaimed Property Report of the beneficiary, or the last known address of the insured or annuitant or account owner if there is no last known address for the beneficiary.

B. Due Diligence for Property Due Upon Annuity Contracts Reaching the Maturity Date

John Hancock shall send one or more notification letters to, and may otherwise attempt to notify, the annuity contract owner. If there is no response to a notification letter within 180 days after the initial notification letter is sent and the property is not paid to the owner in accordance with the terms of the Agreement, the property shall be subject to the reporting and remittance process described in Section IV. below.

At least one letter shall be sent to the last known address on John Hancock's books and records as of the time it receives the Unclaimed Property Report of the annuity contract owner. If at any time prior to the expiration of the 180 day period described above, John Hancock determines that the owner cannot be located, the property shall be subject to the reporting and remittance process described in Section IV. below.

IV. REPORTING AND REMITTANCE OF PROPERTY

A. Results of Reconciliation and Due Diligence

Within nine (9) days after expiration of the applicable due diligence period set forth above, John Hancock shall provide Verus with a list of all property that it has paid out as a result of the due diligence process, all property as to which it is "actively engaged" in administering and effectuating payment under the terms of the Agreement and all property that remains to be escheated. Verus may perform appropriate audit techniques to confirm that John Hancock: (i) provided property to the owner following the due diligence process; or (ii) is "actively engaged" in administering and effectuating payment.

B. Payment of Property

Payment of all property to be escheated shall be made no more than sixty (60) days after the end of the applicable due diligence period or no more than sixty (60) days after the 10 day valuation period provided in Section III.A.1. if it is determined that no due diligence is required with respect to the property. John Hancock agrees that all unclaimed property to be reported and remitted to a Signatory State pursuant to this Agreement shall be reported by John Hancock to a Signatory State, with a notation indicating that the report is made pursuant to the Audit, and shall be remitted by John Hancock to the Signatory State either through Verus or in accordance with Verus' instructions. Further, John Hancock agrees that it shall provide to Verus a copy of all such reports and remittances. John Hancock further agrees that no unclaimed property to be reported and remitted to a Signatory State pursuant to this Agreement shall be included in any annual filings or any supplemental filings made by John Hancock to the Signatory States.

V. INITIAL PROCESSING OF UNCLAIMED PROPERTY REPORTS

A. Partial Annuity Report

John Hancock agrees that it shall meet with Verus to reconcile the property identified on the Draft Partial Report of Unclaimed Property Examination Regarding Amounts Due Under Individual Annuity Contracts Where the Owner or Annuitant is Deceased (the "Partial Annuity Report"), which was sent to John Hancock by Verus on June 16, 2010, and complete all processing of all property on the Partial Annuity Report that John Hancock agrees is subject to escheatment under the terms of this Agreement by no later than April 1, 2011. Thereafter, John Hancock shall remit property identified on the Partial Annuity Report due to each applicable Signatory State within 14 days after both of the following conditions have occurred: (i) 20 Participating States have signed the Agreement; and (ii) the Signatory State that is to receive the property has signed the Agreement. Any unresolved disputes regarding the property identified on the Partial Annuity Report may be submitted by Verus to the appropriate Signatory State in accordance with the terms of the Agreement.

All obligations of John Hancock to escheat any property identified on the Partial Annuity Report pursuant to the terms of the Agreement shall be dependent upon the Agreement becoming effective and the state to which the property is to be escheated having become a Signatory State.

B. Initial Reports

Verus shall provide John Hancock with the following initial Unclaimed Property Reports in advance of the Effective Date of the Agreement: (i) a Life Insurance Report containing 2,000 records on February 15, 2011; (ii) a Life Insurance Report containing 4,000 records on March 15, 2011; and (iii) an Annuity Report containing 500 records on March 1, 2011. Additionally, provided that the Lead Signatory States have signed the Agreement by April 15, 2011, Verus shall provide John Hancock with an additional Life Insurance Report on April 15, 2011 containing 6,000 records for policies that Verus has identified as being escheatable to one of the Lead Signatory States. Thereafter, starting on the Effective Date (June 1, 2011), Verus shall provide John Hancock with Unclaimed Property Reports in accordance with the chart set forth in Section I of this **Schedule D**. John Hancock agrees reasonably and in good faith to begin processing each of the foregoing Unclaimed Property Reports consistent with this **Schedule D**

and the terms of the Agreement. Subsequent to the Effective Date (June 1, 2011), John Hancock shall remit all property on each of the Unclaimed Property Reports that John Hancock agrees is subject to escheatment under the terms of this Agreement provided that the following conditions have occurred: (i) the Participating State that is to receive the property has signed the Agreement; and (ii) the applicable processing time period under **Schedule D** has expired.

VI. EVALUATION OF PROCESSING TIMETABLES

John Hancock agrees to provide Verus with reasonable access to monitor the Unclaimed Property Report review, due diligence, report and remittance processes being performed in accordance with this **Schedule D** (the "**Schedule D** Processing"), including access to processing being performed by John Hancock's consultant, MarketSphere Consulting LLC. If John Hancock is able to complete any of the **Schedule D** Processing sooner than called for by the relevant section of the schedule, the Company will notify Verus in order to arrange for an adjustment to the timetables. Additionally, Verus and John Hancock agree to meet in order to evaluate the **Schedule D** Processing in order to validate that the processing timetables included in this **Schedule D** are reasonable and sufficient. If the timetables prove unreasonable or insufficient, Verus and John Hancock agree to use best efforts in order to develop new timetables for John Hancock's review and due diligence.

VII. REPORT DELIVERY PROTOCOL

Verus and John Hancock mutually agree to deliver Reports required under the Agreement according to the following protocols.

Reports provided by Verus to John Hancock shall be delivered in electronic, encrypted, password protected, unlocked (to permit sorting) Excel format (or such other format as Verus and John Hancock mutually agree in writing) to Mr. Robert Hartigan, at rhartigan@jhancock.com, with copy to Mr. Jamshid Ebadi, at jamshid.ebadi@marketsphere.com. John Hancock may designate in writing to Verus one or more persons to receive such reports instead of Mr. Hartigan or Mr. Ebadi.

Reports provided by John Hancock to Verus shall be delivered in electronic, encrypted, password protected, unlocked (to permit sorting) Excel format (or such other format as Verus and John Hancock mutually agree in writing) to Mr. Steven Haley, at shaley@verusfinancial.com.

Verus and John Hancock mutually agree that any time requirement(s) under the Agreement which are contingent upon the delivery of Reports (e.g. 30 day review period) shall commence only upon written confirmation by the recipient John Hancock or recipient Verus that the Reports delivered are: (i) accessible; (ii) in the format(s) required under the GRA or mutually agreed upon in writing by John Hancock and Verus; (iii) successfully loaded by the recipient John Hancock or recipient Verus; and (iv) include the correct record counts.

Report delivery protocol questions, issues, concerns, or disputes shall, in the first instance, be addressed to Mr. Hartigan, of John Hancock, or Mr. Haley, of Verus, for resolution. If the matter is not resolved within 48 hours, then it may be escalated by John Hancock or Verus pursuant to the dispute resolution process provided under the Agreement.

SCHEDULE E

NON-DISCLOSURE AGREEMENT DATED AUGUST 27, 2009

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("Agreement") is entered into as of the later of the two signature dates below (the "Effective Date") by and between John Hancock Life Insurance Company and its parent, subsidiaries and affiliates, including Manulife Financial, Inc., John Hancock Variable Life Insurance Company, John Hancock Life & Health Insurance Company and John Hancock Life Insurance Company (U.S.A.) (collectively, "John Hancock"), and Verus Financial LLC ("Recipient").

In connection with an unclaimed property audit and any examination of John Hancock being conducted by the Recipient on behalf of any participating state as defined by and limited to those states included on Exhibit A to this agreement, John Hancock will be disclosing certain information to the Recipient some of which is confidential, trade secret and otherwise proprietary to John Hancock. After this agreement is executed, no state can be added as a participating state unless agreed to in writing by John Hancock. In consideration of John Hancock's disclosures of said information to the Recipient, Recipient agrees as follows:

1. **Information.** As used in this Agreement, information means any information disclosed by John Hancock in connection with the parties' furtherance of the purpose identified above (including, without limitation, books, records, documents, software, electronic files and databases, audited and interim financial statements, general ledgers and journals, internal and external audit reports and opinions, unclaimed property reports and Securities and Exchange Commission reports, National Association of Insurance Commissioners reports, and federal and state tax returns), whether disclosed orally, in writing, or in some other form. Notwithstanding the foregoing, information does not include any information, however designated, that (i) was in the public domain before it was disclosed to the Recipient; (ii) enters the public domain after the Effective Date other than through a breach of this Agreement; (iii) is or has been disclosed to the Recipient by a third party which does not owe a duty of confidentiality to John Hancock; or (iv) was developed independently by the Recipient without use of information in violation of this Agreement. Information will not be deemed to have been developed independently if, after the Effective Date of this Agreement, the Recipient accesses such information by utilizing Freedom of Information Act requests to obtain information which was provided to the Recipient's client states in the Recipient's workpapers.

2. **Restrictions on Disclosure and Use.** The Recipient will (a) disclose information only to the appropriate personnel at the client states and the Recipient's employees, agents and representatives who have a need to know it for the purpose specified above and who, by virtue of a written confidentiality agreement or other legally binding, regulatory or statutory prohibition, are obligated to respect the confidentiality of the information, provided that said agents and representatives are identified to John Hancock prior to disclosure of any information, and that said agents or representatives have executed a copy of this Nondisclosure Agreement; (b) use commercially reasonable efforts to maintain the confidentiality of the information, but in no event less than those efforts the Recipient uses to maintain the confidentiality of its own information of a similar nature; (c) use the information solely for the purpose described above; (d) not use the information in any manner which is adverse to John Hancock, including, without limitation, the representation of any third party in any legal, regulatory or other action against John Hancock that involves, or is related to the information, beyond findings made in connection with the unclaimed property examination or any other authorized examination being conducted by Verus; and (e) not benefit from a third party's use of the information. The foregoing shall not be construed to preclude Recipient from representing regulatory agencies that have or may retain Recipient to conduct examinations of John Hancock that may call for disclosure of some of the same information under this Agreement.

3. **Compelled Disclosure.** If the Recipient is served with a judicial or other governmental order seeking production of the information, it will use reasonable efforts to (a) assure that the information is maintained in confidence, and (b) notify John

Hancock of the existence of the order prior to production of any information and cooperate with John Hancock in its efforts to obtain a protective order or other judicial relief.

4. **Accidental Disclosure.** The Recipient will promptly notify John Hancock upon discovery of any accidental or unauthorized use or disclosure of any information and will cooperate with John Hancock to regain control of or otherwise safeguard the information, to minimize the effects of its unauthorized use or disclosure, and to prevent its further unauthorized use or disclosure.

5. **Ownership.** This Agreement does not grant Recipient any license or other right with respect to any information or trade secrets. Notwithstanding the foregoing, nothing in this Agreement shall preclude Recipient or its client states from retaining information contained in its workpapers and reports provided to its client states to the extent required by contract or by law.

6. **Remedies.** The Recipient acknowledges that John Hancock would suffer irreparable harm if its information were disclosed or used in violation of this Agreement, and that monetary damages would be an insufficient remedy for such unauthorized disclosure or use. Accordingly, in addition to whatever right John Hancock may have to obtain an award of damages or other relief upon the Recipient's breach of this Agreement, John Hancock may obtain an injunction or other equitable relief to protect its information disclosed or used in violation of this Agreement. Additionally, should the Recipient be found to have breached this agreement it acknowledges that it will be required to reimburse John Hancock for reasonable legal fees and costs incurred to enforce the agreement. Recipient may also be required to reimburse John Hancock for reasonable legal fees, costs and damages John Hancock is found to have sustained as a result of the breach.

7. **General.** (a) This Agreement will be binding upon and inure to the benefit of each party's heirs, successors and permitted assigns; provided, however, that the Recipient may not assign this Agreement (whether by operation of law, sale of securities or assets, merger, or otherwise) or transfer any information to parties other than those identified in Section 2(a) without John Hancock's prior written consent. Any attempted assignment in violation of this section will be void. (b) The Recipient will comply with all local, state, national and international laws and regulations applicable to disclosure or use of all information, including (c) This Agreement will be governed by the laws of the Commonwealth of Massachusetts, without regard to its choice of law principles. The Recipient consents to the exclusive jurisdiction of the state and federal courts of the Commonwealth of Massachusetts for resolution of any dispute arising under or related to this Agreement, and waives all objections to placing venue before them. The prevailing party in any litigation arising under or related to this Agreement may be entitled to recover its reasonable attorneys' fees and costs from the other party. (d) Notwithstanding the foregoing, nothing in this Agreement shall be construed to be binding on any of the states participating in an authorized audit being conducted by Recipient. Recipient agrees to provide John

Hancock with the relevant statute governing the maintenance and disclosure obligations of each respective state participating in the unclaimed property audit and any other authorized examination. (e) If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. (f) Any notice required under this Agreement will be in writing and will be sent by registered or certified mail, return receipt requested, or express courier (e.g., Federal Express) to the recipient at its address indicated above. If sent domestically, a notice will be deemed given three (3) business days after sent by registered or certified mail or one (1) business day after sent by express courier. If sent internationally, a notice will be deemed given five (5) business days after sent by registered or certified mail or three (3) business days after sent by express courier.

JOHN HANCOCK LIFE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

Either party may change its address for notices under this Agreement by giving the other party notice of the change in the manner just specified. (g) This Agreement may be modified only by a written amendment signed by both parties. Any waiver of a party's rights under this Agreement must be in a writing signed by one of its authorized agents. A waiver on one occasion will not obligate the waiving party to waive its rights on another occasion. (h) This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and it supersedes all prior communications, understandings and agreements related to its subject matter.

VERUS FINANCIAL LLC

By: _____
Name: Charles S. Hellman
Title: General Counsel
Date: June 12, 2009

SCHEDULE F

FORM OF SIGNATORY STATE SIGNATURE PAGE

The undersigned Participating State, as identified in the attached Schedule A, agrees to enter into the Global Resolution Agreement as a Signatory State.

[SIGNATORY STATE]

By: _____

Date: _____

Its: _____